

City of Milwaukee

Specific Official Notice # 86

Layton Boulevard/ S. 27th Street (STH 241)
Streetscaping Enhancement.

This Project is Federally Funded

The DBE Goal for this project is 10% WISDOT Certified

OFFICIAL NOTICE NO 86

PROJECT NO. 1
Project I.D. 2265-00-73
Layton Boulevard/ S. 27th Street (STH 241) Streetscaping Enhancement.
Milwaukee County

TABLE OF CONTENTS

<u>DOCUMENT</u>	<u>PAGES</u>
Specific Official Notice	1 Page
Index of Contract Documents	
Table of Contents	2 Pages
Signature page	1 Page
Invitation to Bid	1 Page
Official Bid Notice	3 Pages
Bid Forms & Item Sheets	8 Pages
Acknowledgements Page	1 Page
Important Notice	1 Page
Non-Collusion Affidavit	1 Page
Disclosure of Ownership	1 Page
Notice to Contractors	1 Page
Special Provisions	19 Pages

WISDOT Contract Documents

Required Contract Provisions Federal-Aid Construction Contracts (FHWA-1273)	12 Pages
Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)	2 Pages
Additional Federal-Aid Provisions – Buy America	1 Page
Additional Special Provision 3 – DBE Development	14 Pages
Commitment to Subcontract to DBE (DT1880 4/2010)	3 Pages
Additional Special Provision 4 – Payment to all Subcontractors	1 Page
Additional Special Provision 6 – Modifications to Standard Specifications	8 Page
WisDOT Supplemental Required Contract Provisions	4 Pages
Prevailing Wage Notice	1 Page
Prevailing Wage Rate Determination	31 Pages
Notice to Bidders Wage Rate Decision	1 Page
List of Subcontractors	1 page
Proposal Requirements and Conditions	2 Pages
Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions	2 Pages
Affidavit of Compliance with Wisconsin Statute 103.503 Substance Abuse Prevention Requirements	1 Page
Certification Regarding Suspension and Debarment	1 Page
Disclosure of Participation in or Profits Derived from Slavery by Contractors	1 Pages
Contract Modification	2 Pages
Contract Modification Prior Approval Justification	1 Page

**SIGNATURE PAGE – IMPORTANT – THREE(3) SIGNATURES ARE REQUIRED
OR BID WILL BE CONSIDERED NONRESPONSIVE.**

Rev. 2/2012

Official Notice No.

86
1

Project No.


In signing and submitting this bid, the bidder assures the City of Milwaukee that the Official Notice, Notice to Bidders, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Special Provisions, schedule of fixed prices, Addenda, and Plans of this particular project have been read and understood and that the furnishing of the subject work, material, labor and services is under bidder's control. If the bidder's performance is contingent upon the acts of another party, the bidder assures that they have the necessary commitments to complete the contract which may be awarded.

Submitted by _____
Name of Bidder (person, firm or corporation)

Telephone No. _____
Fax No. _____

Address _____

(City, State, Zip Code)

 Signed per _____
(Manual signature required)

MUST BE SIGNED

Official Capacity _____

BID DATED _____ M/W/S/BE Contractor: Yes/Designation: _____
No _____

If a Corporation, answer the following:

Incorporated under laws of what state? _____

If a foreign corporation, are you licensed to do business in Wisconsin? _____

**SWORN STATEMENT OF BIDDER
AS REQUIRED BY
SECTION 66.0901 (7) WISCONSIN STATUTES**

I, being first duly sworn at _____
(City, State)

on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications, and the other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.


MUST BE SIGNED

Signature _____

(Title, if any)

Subscribed and sworn to before me this

_____ day of _____, 20____

Notary Public, _____ County

State of _____

(Notary Signature)

My commission expires _____

City Of Milwaukee
Department of Public Works
Room 501 – Frank P. Zeidler Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202-3684

INVITATION TO BID

Commissioner of Public Works
Phone: 414-286-3314

OFFICIAL NOTICE NO. 86
Project No. 1

Sealed bids for the work, material, labor, and services hereinafter described will be received at the Department of Public Works **Contract Office**, Room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202-3684, no later than Monday, November 10th, 2014 at 10:30 A.M.

IMPORTANT

This bid is your offer to perform or supply the subject matter under "DESCRIPTION" below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No. 86, General Specifications, Detailed Specifications, Special Provisions, Plans of this particular project, the proposed contract and Special Conditions when applicable.

Your bid must meet the Detailed Specifications and the Plans for this particular project.

You must agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, et seq.

The bid must be signed as set forth in the General Specifications and must comply with all the requirements therein set forth, or it will not be considered. If submitted by a corporation, the bid proposal must bear the corporate seal.

Bid security hereinafter specified must be submitted with your bid. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding agents must be licensed to do business in the State of Wisconsin.

Bids received after the date and the time above specified will not be opened and read and will be deemed rejected.

NOTE: Also read the General Official Notice to Contractors, General and Detailed Specifications, Special Provisions, and Special Conditions when applicable pertaining to this bid.

THIS PROJECT IS FEDERALLY FUNDED.

The DBE goal for Project ID 2265-00-73 (Layton Boulevard Streetscaping Enhancement) is 10% WISDOT Certified

Prior to awarding a contract, the City may require the bidder to produce evidence that they have preformed work of a similar size, scope and character in a satisfactory manner

**CITY OF MILWAUKEE
SPECIFIC OFFICIAL NOTICE NO. 86**

Department of Public Works
Room 506 – Frank P. Zeidler Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202-3684

Sealed bids will be opened on **Monday November 10, 2014** at 10:30 A.M., at the Frank P. Zeidler Municipal Building, 841 North Broadway, Room 506, Milwaukee, WI 53202-3684 for the **Layton Boulevard Streetscaping Enhancement**.

The Invitation to Bid, all bid documents and the Plans & Specifications for the projects listed will be available electronically to prospective bidders via <http://www.mpw.net/services/bids/docs/86-2014/>. Any required addenda or responses related to the listed projects will be posted on said website. If you only print the documents from the website please call 414-286-3314 to have your company's name placed on the plan holders' list for follow-up communication or addenda.

Plans and project manual will be furnished to the prospective bidders upon payment of a \$10.00 non-refundable fee in room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202. A \$10.00 per set additional non-refundable fee is required to obtain bid documents by mail. Plans are sent via U.S. mail unless other arrangements are made by the contractor. For general questions please call 414-286-3314

This bid is your offer to perform or supply the subject matter under "Description" below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No. 86 General Specifications, Detailed Specifications, Special Provisions, Plans of this particular project, the proposed contract and Special Conditions when applicable.

Description: The work under this contract shall consist of constructing colored concrete crosswalks, improved curb ramps, decorative trash containers and planters at the intersections of West National Avenue, West Greenfield Avenue, West Burnham Street, West Lincoln Avenue and West Cleveland Avenue.

Time for Completion: All work on this project shall be completed by June 22, 2015.

Liquidated Damages, per diem: \$250

"You must agree to comply with all applicable requirements of the Americans with Disabilities ACT of 1990, 42 U.S.C. § 12101, et seq."

This project requires that an affidavit of non-collusion be incorporated as part of the proposal requirements provided to each prospective bidder. Failure to complete the sworn statement will make the bid non-responsive and not eligible for award considerations.

Be aware of the State Wage Rates that are required for this project.

THIS PROJECT IS FEDERALLY FUNDED

DBE 10% Goal

Bid Security Required: Bond, Certified Check, Cashier's Check, or Cash to accompany bid: 10% of Contractor's Base Bid + Option A or Option B. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding agents must be licensed to do business in the State of Wisconsin

The bid must be signed as set forth in the General Specifications and must comply with all the requirements therein set forth, or it will not be considered. If submitted by a corporation, the bid proposal must bear the corporate seal.

Bids received after the date and time above specified will not be opened and read and will be deemed rejected.

This project has Affirmative Action requirements which shall be followed by the prospective bidders.

The City of Milwaukee reserves the right to reject any or all bids, to waive irregularities, or to accept such bids, as in the opinion of the City of Milwaukee, will be in its best interest.

Contractor must comply with all provisions of the CITY OF MILWAUKEE GENERAL OFFICIAL NOTICE TO CONTRACTORS published herein and at <http://www.mpw.net/Pages/bids.html>

Signed:

GHASSAN KORBAN
Commissioner of Public Works

PUBLISH SIX (6) TIMES INSERTION WITHOUT FAIL, Monday November 10, 2014.

B I D

City of Milwaukee
Department of Public Works
Room 501 - Frank P. Zeidler Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202

(Bids Close: 10:30am , November 10, 2014 Time and Date)

Submit bids to: **City of Milwaukee**
Department of Public Works Contract Office
Room 506, 841 North Broadway
Milwaukee, Wisconsin 53202.

The undersigned _____

(A Corporation)

(A Partnership)
(use one)

(An Individual)

of _____

Street

, City

Zip Code

Telephone Number

hereby proposes to furnish work, material, labor and services as set forth in the description in the Invitation to Bid at and for the prices hereinafter named according to the provisions in the Official Notice and the Invitation to Bid, Detail Specifications, Special Provisions, Addenda's, if any, and Plans for this particular project on file in the office of the Commissioner of Public Works, and if successful, hereby agrees to enter into a contract with the City of Milwaukee with such sureties as required and set forth in the aforesaid documents for the performance of said contract (said contract form being on file in the office of the Commissioner of Public Works), and in accordance with the terms and conditions set forth in the contract documents, to-wit: written agreement, official notice, invitation to bid, bid, instructions to bidders, detail specifications, special provisions, special conditions when applicable, plans, schedule of fixed prices, supplemental agreements and all addenda.

**PROJECT BREAKDOWN
OFFICIAL NOTICE # 86-1**

09/17/2014
09:18:37 AM

PROJECT TITLES

PROJECT - PROJECT/GRANT ST320110801 ESTIMATE 29262

S. 27th St./S. Layton Bd. at W. Cleveland Av., W. Lincoln Av., W. Burnham St., & W. National Av. (cross walk/median/ped ramps)

PROJECT BREAKDOWN
OFFICIAL NOTICE # 86 Project # 1

9/15/2014

PROJECT

ESTIMATE 29262

S 27th St./ S Layton Bd at W Cleveland Av., W Lincoln Av., W Burnham St., W National Av.(cross walk/median/ped ramps)

PROJECT BREAKDOWN

OFFICIAL NOTICE #86 PROJECT 1

Item #	Description	Unit	Quantity	Total
204.0100	REMOVING PAVEMENT	S.Y.	2060	2060
204.0215	REMOVING ASPHALTIC SURFACE	S.Y.	730	730
204.0150	REMOVING CURB & GUTTER	L.F.	1410	1410
204.0155	REMOVING CONCRETE SIDEWALK	S.Y.	910	910
204.0260	ABANDONING INLETS	EACH	2	2
205.0100	EXCAVATION COMMON	C.Y.	240	240
213.0100	FINISHING ROADWAY (PROJECT)	EACH	1	1
305.0120	BASE AGGREGATE DENSE 1	TON	260	260
320.0155	CONCRETE BASE 9-INCH	S.Y.	85	85
415.0090	CONCRETE PAVEMENT 9-INCH	S.Y.	360	360
416.0610	DRILLED TIE BARS	EACH	1430	1430
465.0105	ASPHALTIC SURFACE	TON	132	132
601.0331	CONCRETE CURB & GUTTER	L.F.	1150	1150
602.0410	CONCRETE SIDEWALK 5-INCH	S.F.	8370	8370
602.0505	CURB RAMP DETECTABLE	S.F.	270	270
611.8115	ADJUSTING INLET COVERS	EACH	7	7
611.9710	SALVAGED INLET COVERS	EACH	2	2
619.1000	MOBILIZATION	EACH	1	1
625.0100	TOPSOIL	S.Y.	190	190
629.0210	FERTILIZER TYPE B	CWT	1	1
631.1000	SOD LAWN	S.Y.	190	190
643.0100	TRAFFIC CONTROL (PROJECT)	EACH	1	1
647.0776	PAVEMENT MARKING	L.F.	2804	2804
690.0150	SAWING ASPHALT	L.F.	12	12
690.0250	SAWING CONCRETE	L.F.	2370	2370
SPV.0035	VARIABLE THICKNESS CONCRETE	C.Y.	10	10
SPV.0060.01	TRASH RECEPTACLE	EACH	11	11
SPV.0060.02	CONCRETE PLANTER TYPE 3	EACH	2	2
SPV.0060.03	WATER GATE VALVES	EACH	11	11
SPV.0060.04	INLET COVER TYPE 57	EACH	2	2
SPV.0060.05	INLET, TYPE 44A	EACH	2	2
SPV.0060.06	INLET SCREENS TYPE M	EACH	7	7
SPV.0060.07	INLET SCREENS TYPE R	EACH	7	7
SPV.0060.08	ADJUSTING TES MANHOLES	EACH	10	10
SPV.0090.01	STORM SEWER PIPE 12 INCH PVC	L.F.	26	26
SPV.0165.01	STAMPED COLORED CONCRETE	S.F.	51	51
SPV.0180.01	JOINT SEALING	S.Y.	1920	1920
SPV.0180.02	COLOR CONCRETE CROSSWALK 9 INCH	S.Y.	1560	1560

OFFICIAL NOTICE NO. 86-1-2014

For

(ST320110801)

S. 27th St./S. Layton Bd. at W. Cleveland Av., W. Lincoln Av., W. Burnham St., & W. National Av. (cross walk/median/ped ramps)

8th Aldermanic District

ALL BIDS MUST BE TYPED OR PRINTED

204.0100	REMOVING PAVEMENT	2,060.00 sq. yd.
(Bid in figures)	\$ _____	per sq. yd.
(Bid in words)	\$ _____	per sq. yd.
204.0125	REMOVING ASPHALTIC SURFACE MILLING	730.00 TON
(Bid in figures)	\$ _____	per TON
(Bid in words)	\$ _____	per TON
204.0150	REMOVING CURB & GUTTER	1,410.00 lin. ft.
(Bid in figures)	\$ _____	per lin. ft.
(Bid in words)	\$ _____	per lin. ft.
204.0155	REMOVING CONCRETE SIDEWALK	910.00 sq. yd.
(Bid in figures)	\$ _____	per sq. yd.
(Bid in words)	\$ _____	per sq. yd.
204.0260	ABANDONING INLETS	2.00 EACH
(Bid in figures)	\$ _____	per EACH
(Bid in words)	\$ _____	per EACH
205.0100	EXCAVATION COMMON	240.00 cu. yd.
(Bid in figures)	\$ _____	per cu. yd.
(Bid in words)	\$ _____	per cu. yd.

OFFICIAL NOTICE NO. 86-1-2014

213.0100	FINISHING ROADWAY (PROJECT) 1693-38-72	1.00 EACH
(Bid in figures)	\$ _____	per EACH
(Bid in words)	\$ _____	per EACH
305.0120	BASE AGGREGATE DENSE 1 1/4-INCH	260.00 TON
(Bid in figures)	\$ _____	per TON
(Bid in words)	\$ _____	per TON
320.0155	CONCRETE BASE 9-INCH	85.00 SY
(Bid in figures)	\$ _____	per SY
(Bid in words)	\$ _____	per SY
415.0090	CONCRETE PAVEMENT 9-INCH	360.00 SY
(Bid in figures)	\$ _____	per SY
(Bid in words)	\$ _____	per SY
416.0610	DRILLED TIE BARS	1,430.00 EACH
(Bid in figures)	\$ _____	per EACH
(Bid in words)	\$ _____	per EACH
465.0105	ASPHALTIC SURFACE	132.00 ton
(Bid in figures)	\$ _____	per ton
(Bid in words)	\$ _____	per ton
601.0331	CONCRETE CURB & GUTTER 31-INCH	1,150.00 LF
(Bid in figures)	\$ _____	per LF
(Bid in words)	\$ _____	per LF
602.0410	CONCRETE SIDEWALK 5-INCH	8,370.00 SF
(Bid in figures)	\$ _____	per SF
(Bid in words)	\$ _____	per SF

OFFICIAL NOTICE NO. 86-1-2014

602.0505	CURB RAMP DETECTABLE WARNING FIELD YELLOW	270.00 SF
(Bid in figures)	\$ _____	per SF
(Bid in words)	\$ _____	per SF
611.8115	ADJUSTING INLET COVERS	7.00 EACH
(Bid in figures)	\$ _____	per EACH
(Bid in words)	\$ _____	per EACH
611.9710	SALVAGED INLET COVERS	2.00 EACH
(Bid in figures)	\$ _____	per EACH
(Bid in words)	\$ _____	per EACH
619.1000	MOBILIZATION	1.00 EACH
(Bid in figures)	\$ _____	per EACH
(Bid in words)	\$ _____	per EACH
625.0100	TOPSOIL	190.00 SY
(Bid in figures)	\$ _____	per SY
(Bid in words)	\$ _____	per SY
629.0210	FERTILIZER TYPE B	1.00 CWT
(Bid in figures)	\$ _____	per CWT
(Bid in words)	\$ _____	per CWT
631.1000	SOD LAWN	190.00 SY
(Bid in figures)	\$ _____	per SY
(Bid in words)	\$ _____	per SY
643.0100	TRAFFIC CONTROL (PROJECT) 1693-38-72	1.00 EACH
(Bid in figures)	\$ _____	per EACH
(Bid in words)	\$ _____	per EACH

OFFICIAL NOTICE NO. 86-1-2014

647.0776	PAVEMENT MARKING CROSSWALK EPOXY 12-INCH	2,804.00 LF
(Bid in figures)	\$ _____	per LF
(Bid in words)	\$ _____	per LF
690.0150	SAWING ASPHALT	12.00 LF
(Bid in figures)	\$ _____	per LF
(Bid in words)	\$ _____	per LF
690.0250	SAWING CONCRETE	2,370.00 LF
(Bid in figures)	\$ _____	per LF
(Bid in words)	\$ _____	per LF
SPV.0035	VARIABLE THICKNESS CONCRETE BASE	10.00 CY
(Bid in figures)	\$ _____	per CY
(Bid in words)	\$ _____	per CY
SPV.0060.01	TRASH RECEPTACLE	11.00 EACH
(Bid in figures)	\$ _____	per EACH
(Bid in words)	\$ _____	per EACH
SPV.0060.02	CONCRETE PLANTER TYPE 3	2.00 EACH
(Bid in figures)	\$ _____	per EACH
(Bid in words)	\$ _____	per EACH
SPV.0060.03	WATER GATE VALVES	11.00 EACH
(Bid in figures)	\$ _____	per EACH
(Bid in words)	\$ _____	per EACH
SPV.0060.04	INLET COVER TYPE 57	2.00 EACH
(Bid in figures)	\$ _____	per EACH
(Bid in words)	\$ _____	per EACH

OFFICIAL NOTICE NO. 86-1-2014

SPV.0060.05	INLET, TYPE 44A	2.00 EACH
(Bid in figures)	\$ _____	per EACH
(Bid in words)	\$ _____	per EACH
SPV.0060.06	INLET SCREENS TYPE M	7.00 EACH
(Bid in figures)	\$ _____	per EACH
(Bid in words)	\$ _____	per EACH
SPV.0060.07	INLET SCREENS TYPE R	7.00 EACH
(Bid in figures)	\$ _____	per EACH
(Bid in words)	\$ _____	per EACH
SPV.0060.08	ADJUSTING TES MANHOLES	10.00 EACH
(Bid in figures)	\$ _____	per EACH
(Bid in words)	\$ _____	per EACH
SPV.0090	STORM SEWER PIPE 12 INCH PVC	26.00 LF
(Bid in figures)	\$ _____	per LF
(Bid in words)	\$ _____	per LF
SPV.0165.01	STAMPED COLORED CONCRETE WALK 5-INCH	51.00 SF
(Bid in figures)	\$ _____	per SF
(Bid in words)	\$ _____	per SF
SPV.0180.01	JOINT SEALING	1,920.00 SY
(Bid in figures)	\$ _____	per SY
(Bid in words)	\$ _____	per SY
SPV.0180.02	COLORED CONCRETE CROSSWALK 9-INCH	1,560.00 SY
(Bid in figures)	\$ _____	per SY
(Bid in words)	\$ _____	per SY

OFFICIAL NOTICE NO. 86-1-2014

TOTAL STATE:

(Bid in figures) \$ _____

(Bid in words) \$ _____

ACKNOWLEDGEMENTS PAGE

Official Notice No. 86
Project No. 1

All bid prices must be entered in words and in numerals. In case of variation, the words will prevail.

NOTE: In case of discrepancy between the total indicated in the proposal and that obtained by adding the products of the quantities of work and the unit prices, the unit prices shall govern. Any errors found in the total indicated shall be corrected, and the contract award shall be made to the lowest responsible bidder based on the corrected total.

IF DOUBT EXISTS AS TO WHAT IS BID, THE BID WILL BE REJECTED.

In submitting this bid, the bidder understands that the Commissioner of Public Works reserves the right to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed, or delivered to the undersigned within forty-five (45) days after the opening thereof, the undersigned agrees to execute and deliver the contract in the prescribed form (contract form on file in the office of the Commissioner of Public Works) and furnish the required performance and payment bonds, and to meet such insurance requirements as may be required, within ten days after the receipt of the official notice of award.

This bidder understands that if they are the successful bidder and the contract is awarded, that pursuant to Sec. 7.14, Milwaukee City Charter, 1971 Compilation, as amended, failure to execute and to deliver the contract or to furnish the required insurance and the required security within ten (10) days after receipt of the official notice of award or such extension thereto as the Commissioner only may deem reasonable, the City, in addition to any other legal or equitable remedy which it may have, may annul the award and notice of award, and the bid security of this bidder will be forfeited.

Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this bid or any other bid for the contract for which this bid is submitted.

We acknowledge the receipt of Addenda _____ to _____ inclusive.

Bidder assures the City and acknowledges that the Official Notice, Special Provisions, if any, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Addenda, if any, and Plans of this particular project have been read and has a full understanding of the provisions therein.

IMPORTANT NOTICE

ALL BID PRICES MUST BE ENTERED IN WORDS AND IN NUMERALS. IN CASE OF VARIATION BETWEEN THE TWO, THE WORDS WILL PREVAIL.

IN ADDITION, IF THERE IS A DISCREPANCY BETWEEN THE TOTAL INDICATED IN THE PROPOSAL AND THE AMOUNT OBTAINED BY ADDING THE PRODUCTS OF THE QUANTITIES TIMES THE UNIT PRICES, THE LATTER SHALL GOVERN. ANY ERRORS FOUND IN THE TOTAL INDICATED SHALL BE CORRECTED AND THE CONTRACT AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE BIDDER BASED ON THE CORRECTED TOTAL.

IF DOUBT EXISTS AS TO WHAT IS BID, THE BID WILL BE REJECTED.

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

_____, being first duly sworn, deposes and says that:

(1) He is _____
of _____
(owner, partner, officer, representative, or agent)

_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Commissioner of Public Works or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Check One) _____
Signature of :

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

Notary Signature

My commission expires _____, 20_____.

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must **ONLY** be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met**.
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
 - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer			
Authorized Officer Signature		Date Signed	
Corporation, Partnership or Sole Proprietorship Name			
Street Address or P O Box	City	State	Zip Code

If you have any questions call (608) 266-6861

NOTICE TO CONTRACTORS

Effective immediately, the City of Milwaukee has adopted an ordinance relative to Prompt Payment as follows:

2.9.16.b) It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the City shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to the contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract). If there are subcontractors, consistent with s.66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven days of the contractor's receipt of payment from the City of Milwaukee, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011.

Special Provisions Table of Contents

Article	Description	Page #
1.	Standards	2
2.	Prosecution and Progress	2
3.	Working Days	3
4.	Pre-Con Meeting	3
5.	Inspection Per Diem	4
6.	Traffic	4
7.	Backfilling	4
8.	Excavation Common	4
9.	Concrete Identification Stamping.....	4
10.	Protection of Concrete	5
11.	Tack Coat	5
12.	Asphaltic Surface.....	5
13.	Concrete Aggregates.....	5
14.	Drilled Tie Bars	6
15.	Finishing Concrete Surfaces.....	6
16.	Construction Staking	6
17.	Pavement Marking.....	6
18.	Erosion Control	7
19.	Utilities.....	7
20.	Trash Receptacle, Item SPV.0060.01	9
21.	Concrete Planter Type 3, Item SPV.0060.02.....	10
22.	Adjusting Water Gate Valve, Item SPV.0060.03.....	11
23.	Inlet Cover, Type 57, Item SPV.0060.04; Inlet Type 44A, Item SPV.0060.05	12
24.	Inlet Screens, Type M, Item SPV.0060.06; Inlet Screens, Type R, Item SPV.0060.07.....	13
25.	Adjusting TES Manhole Cover, Item SPV.0060.08.....	14
26.	Corrugated PVC Pipe Storm Sewer, 12-Inch, Item SPV.0090.01.....	16
27.	Stamped Colored Concrete Sidewalk 5-inch, Item SPV.0165.01	17
28.	Joint Sealing, Item SPV.0180.01	18
29.	Colored Concrete Crosswalk 9-Inch, Item SPV.0180.02	19

1. Standards

The work on this contract is governed by the Wisconsin Standard Specifications for Highway and Structure Construction 2015 edition.

2. Prosecution and Progress

Begin work within ten calendar days after the engineer issues a written notice to do so.

Provide the time frame for construction of all work on the project within the 2014 construction season. The time frame shall be provided to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction meeting. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within 10 calendar days before the beginning of the approved time frame.

To revise the time frame, submit a written request to the engineer at least two weeks before the beginning of the intended time frame. The engineer will approve or deny that request based on the conditions cited in the request and its effect on the department's scheduled resources.

No motorized construction equipment is allowed to operate between the hours of 9 PM and 7 AM without prior consent from the construction engineer.

Give a written notice to the project engineer seven days prior to the start of work.

Amend standard spec 108.9.2 by adding the following paragraphs:

Coordinate work in accordance to standard spec 105.5.2.

If the contractor desires to work on Saturday, Sunday, or nationally recognized legal holidays, he must obtain approval from the engineer at least 24 hours in advance. If scheduling changes after approval has been obtained, notify the engineer as soon as possible, but not later than 3:00 PM of the prior day.

No extra cost will be allowed for "cold weather protection" as addressed in standard spec 415.3.13.

Except where noted, keep all intersections accessible at all times, except during placing of colored concrete pavement and curing operations. Include any costs associated with staging operations at intersections that are to remain accessible at all times in the unit bid price for Colored Concrete Pavement 9-Inch. Staging concrete paving operations in intersections will not be considered a pavement gap.

Maintain or provide pedestrian access to adjacent properties, businesses, and at bus stops where necessary, as directed by the engineer. Provide adequate temporary sidewalk and bridging between the curb and right-of-way line over freshly paved concrete and other obstructions on the sidewalk

area at the entrances to buildings or as directed by the engineer. The cost of bridging shall be included in the unit bid price for Concrete Sidewalk 5-Inch.

During construction operations, ramp sawed joints at intersecting streets with asphaltic surface material between the existing pavement surface and the adjacent milled surface, as directed by the engineer, to permit the safe passing of vehicles. The cost of the materials, labor, and equipment necessary to install such ramps is to be paid under bid item 465.0105 Asphaltic Surface.

Lay out all transverse joints in this project, including intersections. Ensure that the engineer approves joint layout before paving. Joint spacing must not exceed 15 feet, as shown on the standard detail drawing. Place joints at end-of-radii, center line and flange line extended, at all manholes, catch basins or inlets, and water valve boxes. Include the cost of all jointing in the unit bid price for Concrete Pavement, 9-Inch.

Supplement standard spec 107.18 with the following:

When performing the roadway cleaning operation, use equipment having vacuum or water-spray mechanisms to eliminate the dispersion of dust. If vacuum equipment is employed, it must have suitable, self-contained particulate collectors to prevent discharge from collection bin into the atmosphere.

Store drums, buckets and other containers related to construction operations in a secure area to prevent vandalism, spills, and unwanted dumping. If an abandoned container is discovered on the project site, notify the WDNR at (800) 943-0003.

WISDOT shall ensure a qualified archaeologist is present to monitor construction-related ground disturbing activities beyond the existing curb and gutter along the cataloged burial site(s).

The WisDOT PM shall take measures to ensure the site(s): are not used for borrow or waste disposal and the site area not currently capped by asphalt/concrete should not be used for the staging of personnel, equipment and/or supplies.

If human bone is discovered during construction, WISDOT will cease work activities immediately and will contact the Wisconsin Historical Society at 1-800-342-7834 or 608-264-6507 for compliance with Wis. Stat. 157.70 regarding the protection of human burial sites.

3. Working Days

All contract work shall be completed within thirty-one (31) contract work days.

4. Pre-Con Meeting

Contractor must schedule a pre-construction meeting with City of Milwaukee Construction staff at least one (1) week prior to the start of work on this contract by contacting Mr. Roger Reed at (414) 286-3896 {office} and / or (414) 708-5108 {mobile} to schedule this meeting.

5. Inspection Per Diem

This special provision is a substitute for Section 305.7 of the *Street Construction Specifications*, dated 1992. The amount of the per diem charge for inspection as referred to in part two (2) shall be **\$325.00**. The contractor should be aware that work on each project is governed by the project workdays, and a per diem inspectional charge of **\$325.00** per day will be assessed for each workday after the allotted number. Inspectional charges will be assessed against each project, which exceeds its allotted number of workdays. An inspectional charge, in addition to the project workday charge, will be assessed if the number of workdays for the overall contract exceeds the amount allotted.

6. Traffic

Vehicular cross-traffic shall be maintained at all intersections at all times. During the placement of the colored concrete crosswalk at the intersections, the contractor is to maintain one open traffic lane in each direction while work is performed on the westerly or easterly portion of the intersections.

7. Backfilling

Re-topsoil graded area, as designated by the engineer, immediately after grading is completed within those areas. Sod all topsoil areas within ten working days after placement of topsoil.

8. Excavation Common

Perform this work performed in accordance to the requirements of section 205 of the standard specifications, except as hereinafter modified.

Modify 205.41 of the standard specifications to read that the quantity to be paid for as Excavation Common will be as set forth in the contract plans without measurement thereof. Any modifications to the contract quantity caused by corrections or revisions of the original contract plan that have been approved by the engineer will be measured in accordance to the applicable section of the standard specifications and the contract quantity will be adjusted accordingly to determine the final pay quantity.

9. Concrete Identification Stamping

Stamp ends of all monolithic Portland cement concrete surfaces with a stamp bearing the contractor's name and the year of construction. Make all letters 2-inches in height. Include the cost of this work in the contract unit price for other Portland cement concrete items; no additional payment will be made.

10. Protection of Concrete

Supplement subsection 415.3.16 of the standard specifications as follows:

Provide for a minimum of one concrete finisher to remain on the project site after final finishing of all concrete surfaces until such time as the concrete has hardened sufficiently to resist surface scarring caused by footprints, handprints, or any other type of imprint, malicious or otherwise. Finisher must actively and continuously patrol on foot the newly placed concrete and repair any damage to the surface that might be sustained as described above.

Include the cost for providing the finisher(s), the necessary equipment, and materials in the contract unit price for each concrete item.

11. Tack Coat

Revise subsection 455.2.5 by adding the following: Apply the diluted tack coat between all layers of asphaltic surface and between existing pavement and new asphaltic surface.

12. Asphaltic Surface

Perform work under this item in accordance to the requirements of section 450 of the standard specifications except as hereinafter provided.

Use asphalt cement material type AC with a performance-graded designation of PG 58-28 for Asphaltic Surface.

Supplement subsection 450.3.2.8, Jointing, as follows:

When the asphaltic surface has cooled to a temperature of 140° F, or less, paint the edges of the longitudinal joints with hot asphalt cement, or heat the edges to the point of softening with an infra-red joint heater, before work is resumed. When the joint becomes distorted, trim the edges of the joint to line and heat with an infra-red joint heater, before work is resumed.

Lap the previously laid material a minimum of 3-inches with the finishing machine and leave the material sufficiently high to allow for compaction. Offset the longitudinal joints in each layer from the previous layer by a minimum of 6-inches.

13. Concrete Aggregates

Modify section 501 of the standard specifications as follows:

Size Requirements

Under subsection 501.2.5.4.4, supplement sub-section (4) with the following:

Course aggregate for Concrete Grade A must consist entirely of Size No. 1 when used in curb, curb and gutter, driveways, sidewalks, or steps.

14. Drilled Tie Bars

Perform the work under this item in accordance to the requirements of subsection 416.3.6 of the standard specifications and as hereinafter provided:

Install pavement tie bars at locations where the new 9-inch concrete pavement abuts existing concrete pavement. Space tie bars 3-feet center-to-center and install on a skew horizontally. Alternate the direction of the skew after every two bars.

15. Finishing Concrete Surfaces

Delete the third, fourth and fifth sentences of the first paragraph of subsection 602.3.2.3 of the standard specifications and replace with the following:

Place the concrete on a moist foundation, deposit to the required depth, and consolidate and spade sufficiently to bring the mortar to the surface, after which strike it off and float it with a float. Before the mortar is set, steel trowel and brush or light broom the surface.

16. Construction Staking

The City of Milwaukee will be doing the line and grade staking. The city will stake the project five working days prior to construction so that the engineer can measure removals. As a result, give the engineer eight working days advance notice so that the city has enough lead time to perform the required work. If the contractor wants the stakeout done in a special way to accommodate a special piece of equipment or a new procedure, it is up to the contractor to communicate this to the city. The city contact person is Roger Reed at (414) 286-3896 {office} and / or (414) 708-5108 {mobile}.

The city will stake the stage of work on time. The contractor is required to check that the grade stakes/grades are acceptable to use before the construction starts. Any staking required because the contractor failed to protect the stakes or failed to transfer the grades shall be at contractor expense. Stakes needing replacement due to alleged third party actions will require engineer approval if a cost is involved.

17. Pavement Marking

Perform the work in accordance with the requirements of section 646 of the standard specifications except as hereinafter modified.

Modify subsection 646.3.3.3 to include the following procedure to be used to place Type II cold preformed plastic material.

Place a chalk line on the pavement to locate the position of the material. Place the tape and walk on it to ensure contact with the pavement. Then roll the material by an 8-10 ton tandem roller. While the roller is in contact with the material, the roller shall not change direction laterally or in reverse direction.

18. Erosion Control

The erosion control item on this contract shall include an Erosion Control Implementation Plan (ECIP). The ECIP shall be submitted to the City Engineer, at least ten (10) working days prior to the scheduled start of work on the contract. The City Engineer shall review the ECIP for meeting City of Milwaukee Street Construction Specifications July 1, 1992 and notify the contractor if the plan meets the standard within seven (7) working days. Work shall not start until the ECIP meets City of Milwaukee Street Construction Specifications July 1, 1992. The contractor shall be required to have a copy of the ECIP on the job site for the entire duration of the contract. The ECIP shall include, but not be limited to:

1. A plan showing all locations of erosion control devices and other *Best Management Practices (BMP)*.
2. A written description of all erosion control devices and *BMP's* to be used.
3. A written schedule of installing erosion control devices.
4. A written schedule of construction operations related to implementing erosion control devices and *BMP's*.
5. A written maintenance schedule for all erosion control devices and *BMP's*.

All costs associated with implementing the erosion control plan, such as furnishing, installing, maintaining, and removal of erosion control devices shall be included in the unit price bid for erosion control. There shall be no additional compensation for revising the ECIP or utilizing additional *BMP's* in order to comply with *Chapter 290* of the *City of Milwaukee Code of Ordinances*. If the contractor is found not in compliance with the ECIP, the contractor will be subject to the penalties included in *Chapter 290*.

The filter fabric for control of surface water, specified in *Section 905.18.1* shall be a filtration *Geotextile®* meeting the following properties in lieu of the properties specified in the above-noted section.

19. Utilities

This contract does not come under the provisions of Administrative Rule TRANS 220.

The City of Milwaukee has notified the Wisconsin Department of Transportation that the following operations necessary for the construction of new facilities and/or adjustment of existing facilities will

be coordinated with the contractor's construction operations by each representative utility unless otherwise noted. Coordinate construction activities with a call to Digger's Hotline or a direct call to the utilities that have facilities in the area as required by statutes.

Note: Bidders are advised to contact each utility company listed in the plans prior to preparing their bid to obtain current information on the status of each utility company's work required in association with the project. Existing trees, street light poles, hydrants and utility poles are to remain in place during construction. Conduct an onsite visit prior to bidding to determine any special measures required for proper clearance between the trees, hydrants, poles, other utilities and any other physical structures and the paving equipment. The contractor is to review site for paving machine clearance.

A. City of Milwaukee

1. Water

No conflicts anticipated

2. Sewer

No conflicts anticipated

3. Street Lighting

No conflicts anticipated. During construction, it is anticipated that the City of Milwaukee **street lighting facilities** will be maintained as follows:

Project/s	Street Lighting Facilities
2265-00-93	Existing underground to remain <i>live</i>

The contractor shall keep the *Street Lighting Construction Supervisors* informed of the status of the roadway construction. Contact:

- Mr. George Berdine (414) 286-5943/office (414) 708-4245/cell
- Mr. Dennis Miller (414) 286-5942/office (414) 708-4251/cell

Note: if neither Mr. Berdine nor Mr. Miller are available, then contact our dispatcher at (414) 286-5944.

The contractor must keep the area behind the curb free from over pour and other debris. He will be held responsible for costs incurred by Street Lighting Forces for cleaning debris from behind the curb.

If the contractor requests the relocation of any street lighting facilities, permanent for temporary, for his convenience, he will be responsible for all costs incurred by Street Lighting personnel fulfilling his request.

Any questions regarding the design of the lighting system are to be directed to Street Lighting Engineering. Contact Mr. Tom Manzke at (414) 286-3265.

Prior to construction, the location of Street Lighting facilities shall be determined in the field by contacting "Diggers Hotline" at 1-800-242-8511.

Caution! Street lighting cable in area where work is taking place. Contractor is responsible for damage to our facilities. Call 286-3481 to report damages.

Street lighting has pipes and cables crossing various locations along this project. These pipes and cables shall be supported if open cut trenching is used. Contractor shall use extreme caution when excavating the areas, and is responsible for any damages to our facilities. Damages shall be reported to our shop at 286-3481.

4. Underground Conduit and Communications (TES)

There are City Communications facilities located within the limits of the project. Prior to construction, conduit, call box, and communications cabling relocation will be completed by City of Milwaukee forces to move these facilities outside of the project limits. Provide a 10-working day advance notice to the Communications Dispatch at (414) 286-5971 to coordinate the removal and installation of call box and communications materials, or with any City communications concerns."

B. We Energies - Electric

No conflicts anticipated

C. We Energies - Gas

No conflicts anticipated

D. AT&T

No conflicts anticipated

E. Time Warner Cable

No conflicts anticipated

F. SEWRPC

No conflicts anticipated

G. MMSD/Veolia Water

No conflicts anticipated

20. Trash Receptacle, Item SPV.0060.01

A. Description

This special provision describes the furnishing and installation of trash receptacles.

B. Materials

Furnish and install 45-Gallon Trash Receptacle, with tapered formed lid and black plastic liner. Trash receptacle is to have Bronze powder coat finish. Each receptacle is to have a custom plaque decal with Bronzeville branding located on the side of the receptacle. **Trash receptacle must have manufactured custom drain holes to facilitate the drainage of rain water from the liners.**

C. Construction

Install trash receptacles, per manufacturer specifications, at locations denoted in the plans. Bolt trash receptacles securely to concrete sidewalk per manufacturer specifications.

D. Measurement

The City will measure trash receptacles, furnished and installed at the locations indicated on the plans and paid for as units in place and accepted in accordance with the contract.

E. Payment

The City will pay for measured quantities at the contract unit price.

Payment is full compensation for furnishing and installing trash receptacles and for all labor, tools, equipment and incidentals necessary to complete the work.

21. Concrete Planter Type 3, Item SPV.0060.02**A. Description**

This special provision describes the furnishing and installation of concrete planter as shown on the plan details.

B. Materials

Furnish and install Concrete Planter, Type 3. Planter is to have B-7 Weatherstone (Brick Red) color finish.

C. Construction

Furnish and install concrete planter, per manufacturer specifications, at locations specified in the plans. Each concrete planter includes placement of the following items to be placed, in order, from the bottom of planter to the top of planter, and paid for under each respective bid item. First place Base Aggregate Open Graded (310.0110) to fill the bottom one foot of the planter (2 CY). Next

place Geotextile Fabric Type SAS (645.0140) (2 SY) over the stone. Finally, fill the remainder of the planter with one part Peat Humus (626.0200) (2 CY) to two parts topsoil (3 CY). The plants /flowers will be placed by others at the completion of the project.

D. Measurement

The City will measure concrete planter, furnished and installed at the locations indicated on the plans and paid for as units in place and accepted in accordance with the contract.

E. Payment

The City will pay for measured quantities at the contract unit price.

Payment is full compensation for furnishing and installing concrete planters and for all labor, tools, equipment and incidentals necessary to complete the work.

22. Adjusting Water Gate Valve, Item SPV.0060.04

A. Description

This special provision describes adjusting, protecting, and maintaining accessibility, for the duration of the paving project, to all city water service boxes and water gate valve boxes located within the project limits. Within the limits of the project, there are approximately 11 gate valves to be protected, maintained and adjusted.

B. Materials

All materials for the adjustment of these facilities must meet City of Milwaukee specifications and will be provided by the City of Milwaukee by contacting Ricardo Lopez, Inventory Clerk, at (414) 286-6123. If there is contractor damage, the materials must still be provided by the City of Milwaukee, however, in this case, the contractor will be charged for all materials. Materials furnished by the City of Milwaukee and not used on the project shall be delivered back to DPW Field Headquarters – Infrastructure, Operations, Water Works at 3850 North 35th Street. Materials being returned must be accompanied with a "surplus material" form completed by the Public Works Inspector assigned to the project.

C. Construction

All water gate valve boxes within the project limits shall be adjusted to proposed elevations by the contractor using materials meeting city specifications.

The city will locate, mark, inspect and repair all water service boxes and water gate valve boxes within the limits of the project prior to commencement of work on the project.

Throughout the duration of the project, the contractor must ensure that all water service boxes and water gate valve boxes are adequately located and identified by blue paint, and that at all times, all water appurtenances remain accessible for operation by city forces. Exercise caution working adjacent to water facilities to avoid damage and ensure accessibility. During the project, any water facilities accessed by the Water Department and found to be inoperable, damaged, or unidentified by the contractor, will be located or repaired by the city forces; all costs to be charged to the contractor.

D. Measurement

The City will measure Adjusting Water Gate Valve Boxes as each individual unit acceptably completed.

E. Payment

The City will pay for the measured quantity at the contract unit price.

Payment is full compensation for all excavation, backfilling, disposal of surplus materials, water box valve clean-out, and restoration of the work site; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Upon completion of the contract, the city will inspect all water facilities to ensure the boxes are clean, properly aligned, and accessible. The contractor shall be responsible to make identified repairs and adjustments, and if any repairs or adjustments are made by the city, the cost will be charged to the contractor.

23. Inlet Cover, Type 57, Item SPV.0060.07; Inlet Type 44A, Item SPV.0060.08**A. Description**

Perform work under these items in accordance to the requirements of section 611 of the standard specifications and the plan details.

B. (Vacant)**C. (Vacant)****D. Measurement**

The City will measure Inlet Type 44A, and Inlet Cover Type 57, by the unit in place, furnished, installed, and acceptably completed.

E. Payment

The City will pay for the measured quantity at the contract unit price.

Payment is full compensation for furnishing and installing the manhole and inlet covers; and for furnishing all labor, equipment, tools, and incidentals necessary to complete the contract work.

24. Inlet Screens, Type M, Item SPV.0060.09; Inlet Screens, Type R, Item SPV.0060.10

A. Description

Furnish, install, and maintain proper inlet screens as directed by the engineer, as shown on the drawings, and as herein after provided.

B. Materials

Use woven filtration geotextile fabric with the following physical properties.

Test	Method	Value
Grab Tensile Strength (lbs)	ASTM D-4632	180 min.
Ullén Burst (lbs/in ²)	ASTM D-3786	200min
Equivalent Sieve Size	ASTM D-4751	US No. 30 max
Water Flow Rate (gpm/ft ²)	ASTM D-4491	140 min
Permeability	ASTM D-4491	1.9 min
Permeability (cm/sec)	ASTM D-4491	0.14 min

C. Construction

C.1. Installation

The control of soil erosion requires flexibility to accommodate changing conditions as the construction project progresses. In general, install the erosion control device at locations as described on the plan.

At all inlet locations, install a Type M screen. If the inlet being protected has a side inlet box, seal the inlet box until inlet protection is no longer needed. These screens must be in place prior to the start of any work, including sawing.

On reconstruction projects, install Type M screens at all inlets and storm or combined sewer manholes. Install these screens, or some other device or method acceptable to the engineer, for preventing infiltration of solids into the sewer system, on the day that removal takes place. When it becomes necessary to remove a brick from a drainage structure in order to drain the subgrade filter screen, use approximately the size and shape of one-half of the Type R screen. Cost of providing this protection, as well as that required for storage piles of earth, gravel, stone, or other debris will be the responsibility of the contractor. Should the frame on the structure be removed or an opening occurs beneath the frame, install additional erosion control in the form of Type R as part of maintaining erosion control.

C.2. Maintenance

Continue cleaning and repair of all types of control devices until the engineer accepts the work. All such cleaning and repair, as well as the eventual removal of the devices, is the responsibility of the contractor.

Completely clean out manholes into which dirt or other debris has fallen before the end of each workday. Should the contractor not perform the cleaning as required, his operation may be shut down until the situation is corrected.

Protect all control measures protruding above the normal paved and/or ground surface where vehicular and/or pedestrian traffic is being maintained by barricades with flashing lights.

Inspect the inlet basket within 24 hours after each rainfall or daily during extended periods of precipitation. Make repairs immediately, as necessary, to prevent particles from reaching the sewerage system and/or causing surfacing flooding.

Remove sediment deposits after each storm event or whenever the fabric becomes clogged.

D. Measurement

The City will measure Inlet Screens by each unit, acceptably completed.

E. Payment

The City will pay for measured quantities under the erosion control bid item.

Payment is full compensation for supplying, installing and properly maintaining the devices; for removal and proper disposal of the inlet screens; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

25. Adjusting TES Manhole Cover, Item SPV.0060.11

A. Description

This special provision describes adjusting the existing chimney of the block, precast, or brick round manholes; furnishing, installing and removing protection of the cables in the manhole during adjustment operations. Perform work in accordance with the standard specifications, the provisions of the article Adjusting Manhole Covers, as shown on the plans, and as hereinafter specified.

B. Material

Furnish and install materials that conform to the requirements of section 519 of the standard specifications. Salvage and reinstall existing covers on the manholes. The city will supply covers designated for replacement. Contractor shall contact Ricardo Lopez, Inventory Clerk at (414) 286-6123 prior to obtaining the frames and lids from the DPW Field Headquarters at 3850 N. 35th St.

Contractor must have the "Castings Requisitions Form" which shall be supplied by the City at the Preconstruction Meeting to obtain the covers.

C. Construction

Report any pre-existing problems to Ms. Karen Rogne of City Underground Conduits Section at (414) 286-3243 three (3) working days in advance of any construction on manholes.

Before removing the pavement around the manhole, the contractor shall place a ¾-inch plywood cover or equal over existing active Street Lighting, Traffic Control, Communication or private vendor electrical cables. This cover shall be properly supported to/at the manhole floor.

Break out and remove pavement around manhole. Remove existing covers and store and secure them properly. Any damaged, lost, or stolen covers shall be the responsibility of the contractor and shall be replaced at contractor's expense.

Remove existing chimney to surface of concrete roof slab. If manhole does not have an existing concrete roof slab, remove sufficient chimney as to provide adequate corbel to fit new cast iron frame and cover.

Adjust manhole cover to proposed grade using bricks or concrete rings as necessary. Remove wedges/shims. Fill voids with grout. Do not back plaster inside walls.

After completion of paving, remove the temporary ¾-inch plywood cover or equal which is over the existing electrical cables in the manhole as mentioned above.

Notify Ms. Rogne three (3) working days in advance of completion of each manhole adjustment, for inspection and acceptance of work performed. The contractor will receive no payment until the above work is approved by City Underground Conduits.

D. Measurement

The City will measure Adjusting TES Manhole Cover by the unit, acceptably completed.

E. Payment

The City will pay for measured quantities at the contract unit price.

Payment is full compensation for furnishing all required materials, exclusive of frames, grates, or lids available and designated for adjusting; for removing, reinstalling and adjusting the covers; and for furnishing all labor, tools, equipment and incidentals necessary for adjusting each cover, complete in accordance with the requirements of the plans and contract. Covers to be adjusted and which are rendered unfit for use by the contractor through the contractor's operations will be replaced by the contractor in kind at the contractor's own cost and expense.

26. Corrugated PVC Pipe Storm Sewer, 12-Inch, Item SPV.0090.01**A. Description**

This special provision describes furnishing and installing storm sewer in accordance with sections 607 and 608 of the standard specifications, as shown on the plans, and as hereinafter provided.

B. Materials

Supplement subsections 607.2 and 608.2 of the standard specifications as follows:

Furnish corrugated polyvinyl chloride (PVC) pipe. Storm sewer will be accepted on the basis of a Manufacturer's Certificate of Compliance and WisDOT field inspection upon delivery to a project.

Corrugated PVC pipe and fittings shall conform to the requirements of Standard Specifications for PVC Corrugated Sewer Pipe with A Smooth Interior and Fittings, ASTM Designation: F949. Joint connections shall include gaskets as recommended by the manufacturer.

C. Construction

Supplement subsection 607.3 for corrugated PVC pipe with the following:

Trench width shall be in accordance with Standard Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe, ASTM Designation D 2321. Minimum trench width shall be not less than the greater of either the pipe outside diameter plus 16 inches or the pipe outside diameter times 1.25 plus 12 inches.

Seal joints for sewer pipe to be soil tight in accordance with AASHTO Standard Specifications for Highway Bridges, Section 26.4.2.4(e).

Protect all storm sewer pipes until final acceptance of the work; replace all pipes that are damaged either through the construction operations or due to the contractor's failure to properly protect the same, in kind at the contractor's expense.

Backfill all trenches and excavations immediately after the sewers have been constructed therein. Use backfilling material that is in accordance with the requirements for granular backfill, section 209, except that all such materials placed around the pipe and to 6-inches above the pipe shall pass a 25 mm sieve.

D. Measurement

The City will measure Corrugated PVC Pipe Storm Sewer 12-inch by the linear foot in accordance with subsection 607.4.1 of the standard specifications.

E. Payment

The City will pay for measured quantities at the contract unit price.

Payment is in accordance with subsection 607.5.1 of the standard specifications.

27. Stamped Colored Concrete Sidewalk 5-inch, Item SPV.0165.01

A. Description

Placement, forming, and aggregate of the concrete shall be in accordance with the pertinent provisions 501 of the standard specifications, and as shown on the plans.

B. Materials

The pattern of the stamped concrete sidewalk at the median shall be "Herringbone Brick" by Increte Systems.

Colors of the stamped concrete should be "brick red".

Supply one sample of the colored stamped concrete, at least fifteen (15) working days prior to the start of colored stamped concrete installation. The final color and stamp pattern is to be approved by the project engineer prior to placement of any colored stamped concrete in the field. For final approval call Mr. Roger Reed of the City of Milwaukee at (414) 286-2484.

The stamp shall become the property of the City of Milwaukee upon completion of this project.

Use Class "C" concrete as specified in section 501.2 of the standard specifications. All colored concrete must originate from the same batch plant and follow the manufacturer's recommended procedures. The contractor is to submit, for approval, a concrete-mix design to Mr. Roger Reed City of Milwaukee, Construction Section, Room 710 of the Zeidler Municipal Building.

C. Construction Methods

Pour concrete in two (2) layers. The lower 2 1/2-inch layer to be normal gray concrete; the upper 2 1/2-inch layer to be integral color. The lower layer of concrete not to be poured until the integral color concrete has arrived on site. Integral color concrete to be poured within one (1) hour of the 2 1/2-inch concrete lower layer.

Stamped concrete to be installed by an experienced contractor who has installed a minimum of 30,000 square feet of stamped concrete. Submit written documentation of stamped concrete work to the engineer prior to the start of construction.

Use one-to-four mil. Polyethylene (plastic) for protection of all adjoining areas for Integral Color Concrete.

Apply color releases sparingly to colored surface by broadcast method, approximately two to three rows ahead of the planned stamping tool placement.

Stamping method must be per manufacturer's specified methods. Check all depths of imprints by tool-to-tool surface leveling.

Tooling to be done as stamping tools are removed after imprinting. Eliminate all squeeze joints between stamping tools, if any, with hand tools prior to concrete setting, if possible.

Allow 24 hours before removing excel release from the slab with garden hose.

Apply Decorative Sealer to completely dry slab or as per manufacturer's methods. Apply two (2) coats. The slab to be dry before accepting traffic. After the sealer has been applied, the resultant surface is to be non-skid. Any method used to produce the non-skid surface to be approved by the engineer.

D. Method of Measurement

Stamped and Colored Concrete to be measured as area of concrete installed in square yards.

E. Method of Payment

The City will pay for the measured quantity at the contract unit price.

Stamped and colored concrete, measured as above, shall be paid for at the contract unit price per square yard installed which price to be full compensation for installation of stamped concrete and furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

28. Joint Sealing, Item SPV.0180.01

A. General

This special provision describes the minimum requirements for preparing the pavement joint or crack and furnishing and installing the sealant. Seal all expansion, hand-formed, and sawed joints in the pavement. Also seal bond all construction joints.

B. Materials

B.1. Joint Sealer

Use joint sealer that complies with the requirements of ASTM Designation D3405. Joint sealer will be composed of a mixture of materials that will form a resilient and adhesive compound capable of effectively sealing joints in concrete against the infiltration of moisture and foreign material throughout repeated cycles of expansion and contraction with temperature changes, and of a mixture that will not flow from the joints or be picked up by vehicle tires at summer temperatures.

The material will be capable of being brought to a uniform pouring consistency suitable for completely filling the joints without inclusion of large air holes or discontinuities.

The joint sealer will be elastic type but poured, and it will be melted by indirect heat in suitable equipment provided with positive temperature control and mechanical agitation. The material will not be damaged when heated to the temperature required for satisfactory pouring.

When applying the joint sealer, the atmospheric and concrete temperature will be above 40° F.

C. Construction

C.1. Preparation of Pavement Joint or Crack

Clean the pavement joint or crack of all foreign material prior to the installation of the joint sealer. Completely remove the slurry resulting from the sawing operations from the joint by blowing it clean with compressed air (minimum air pressure – 80 psi).

D. Measurement

The City will measure Joint Sealing in place by the area of pavement sealed in square yards.

E. Payment

The City will pay for measured quantities at the contract unit price.

Payment is full compensation for furnishing and placing the sealant; and for furnishing all labor, tools, equipment and incidentals necessary to complete the contract work.

29. Colored Concrete Crosswalk 9-Inch, Item SPV.0180.02

A. Description

Placement, forming, and aggregate of the concrete to be in accordance with the pertinent provisions of section 501 of the standard specifications, and as shown on the plans.

B. Materials

Furnish one sample of the colored concrete; one for each color, at least fifteen (15) working days prior to the start of colored concrete pavement construction. The specified color is "brick red", as specified in the plan, with a clear liquid release agent. For final approval call Mr. Robert Viktora of the City of Milwaukee at 414-286-3896.

Use grade A2 or grade A-FA concrete as specified in Section 501.2 of the Standard Specifications. All colored concrete must originate from the same batch plant and follow the manufacturer's

recommended procedures. The contractor is to submit, for approval, a concrete-mix design to Roger Reed, City of Milwaukee, Construction Section, Room 710 of the Zeidler Municipal Building.

C. Construction

Pour concrete in two (2) layers. The lower 4 1/2-inch layer is to be normal gray concrete; the upper 4-inch layer is to be integral color. The lower layer of concrete not to be poured until the Integral Color concrete has arrived on site. The integral color concrete is to be poured within one (1) hour of the lower 4 1/2-inch concrete layer.

Colored concrete shall be installed by an experienced contractor who has installed a minimum of 30,000 square feet of colored concrete. Submit written documentation of colored concrete work to the engineer prior to the start of construction.

Use one (1) to four (4) mil. Polyethylene (plastic) for protection of all adjoining areas for Integral Color concrete.

Apply liquid color releases sparingly to colored surface.

Allow 24 hours before removing excess release from the slab with garden hose.

Apply Decorative Sealer to completely dry slab or as per manufacturer's methods. Apply two (2) coats. The slab is to be dry before accepting traffic. After the sealer has been applied, the resultant surface is to be non-skid. Any method used to produce the non-skid surface to be approved by the engineer.

D. Measurement

The City will measure colored concrete pavement, by the area of concrete installed, in square yards.

E. Payment

The City will pay for measured quantity at the contract unit price.

Payment is full compensation for constructing colored concrete pavement; and for all labor, tools, equipment and incidentals necessary to complete the work.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Cahmet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.



Buy America Certification

WS4567

3/26/12

Wisconsin Department of Transportation

Project ID: _____ Highway: _____ County: _____

Name of Road/Project: _____

Prime Contractor: _____

Address: _____

Contact Person: _____ Phone: _____

DOT Project Manager: _____ Project Leader: _____

The undersigned certifies that only domestic steel and iron was permanently incorporated into the construction portion of the project.

To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States. This includes smelting, coating, bending, shaping, and all other manufacturing processes performed on the product. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1 percent of the contract price or \$2500 whichever is greater. Attached to this certification are invoices and other available documentation substantiating a claimed exemption.

Signature (prime contractor representative) _____

Typed or Printed Name _____

Title _____

Date _____

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

- a. The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. The department's DBE goal is shown on the cover of the bidding proposal. The contractor can meet the specified contract DBE goal by procuring services or materials from a DBE or by subcontracting work to a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
- b. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
 - i. Produce accurate and complete quotes.
 - ii. Understand highway plans applicable to their work.
 - iii. Understand specifications and contract requirements applicable to their work.
 - iv. Understand contracting reporting requirements.
- c. The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- d. For information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:

<http://www.dot.wisconsin.gov/business/engrserv/dbe-main.htm>

2. Definitions

- a. Interpret these terms, used throughout this additional special provision, as follows:
 - i. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
 - ii. **DBE:** A disadvantaged business enterprise (DBE) certified as a DBE by the department and included on the department's list of certified DBE's who are determined to be ready, willing and able.
 - iii. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
 - iv. **Discretionary Goal:** A contractor assigned DBE goal, typically abbreviated as "Disc" on the cover of the Highway Work Proposal, which is enforced as committed.
 - v. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
 - vi. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
 - vii. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal, including projects with discretionary goals. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized

comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

4. Department's DBE Evaluation Process

a. Documentation Submittal

Within 10 business days after the notification of contract award, the contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506] and all necessary attachment A forms, as well as, Good Faith Waiver Form [DT1202] and supporting documentation as necessary. If the contractor fails to furnish the required forms within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

i. Bidder Meets DBE Goal

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage achieved. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

ii. Bidder Does Not Meet DBE Goal

- (1) If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Waiver Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith waiver request.
- (2) The department will review the bidder's good faith waiver request and notify the bidder of one of the following:
 - a. If the department grants a good faith waiver, the bid is eligible for contract execution with respect to DBE commitment.
 - b. If the department rejects the good faith waiver request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith waiver request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

5. Department's Criteria for Good Faith Effort

The Code of Federal Regulations {CFR}, 49 CFR Part 26-Appendix A, is the guiding regulation concerning good faith efforts. However, the federal regulations do not define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own process when making a determination of good faith.

- a. The department will only grant a good faith waiver if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith waiver will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
 - i. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
 - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. See *attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A*. Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
 - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
 - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
 - a. Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date (ideally two Fridays before the letting) to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
 - (3) Second solicitation should take place within 5 days
 - a. An email solicitation is highly recommended for this second solicitation
 - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
 - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
 - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call.
 - c. Fax/letter confirmation
 - d. Copy of the DBE quotes
 - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- d. Evaluate DBE quotes as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
 - i. Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its

capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.

- ii. In striving to meet a DBE conscious contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
- iii. **Special Circumstance:** Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
 - (1) Compare bid items common to both quotes, noting the reasonableness in the price comparison.
 - (2) Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- e. After notification of contract award, submit '**Commitment to Subcontract**' form within the time period specified in the contract.
 - i. Provide the following information along with department form DT1202:
 - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact. A printed copy of SBN solicitation is acceptable.
 - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
 - (3) Photocopies or electronic copies of all written solicitations to DBE's.
 - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
 - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.
- f. The department's DBE Support Services Office is available by phone, email or in writing to request assistance in meeting the DBE goal:

DBE Support Services Office
6150 Fond du Lac Ave.
Milwaukee, WI 53218
Phone: 414-438-4583 / 608-266-6961
Fax: 414-438-5392
E-mail: DOTDBESupportServices@dot.wi.gov

6. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so

requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.

- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

7. Department's Criteria for DBE Participation

Department's DBE List

- a. The department maintains a DBE list on the department's website at <http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-266-6961.

8. Counting DBE Participation

Assessing DBE Work

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine the DBE's ability to perform the work with the use of the UCP directory.

9. Commercially Useful Function

- a. The department counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- b. A DBE is performing a commercially useful function if the following conditions are met:
- c. For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
- d. For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

10. Trucking

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at

<http://www.dot.wisconsin.gov/business/engrserv/docs/dbe-trucking-notice.pdf>

11. Manufacturers and Suppliers

The department counts material and supplies a DBE provides under the contract. The department will give full credit toward the DBE goal if the DBE is a manufacturer of those materials or supplies. The department will give 60 percent credit toward the DBE goal if the DBE is merely a supplier of those materials or supplies. It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

12. DBE Prime

If the prime contractor is a DBE, the department will only count the work the contractor performs with its own forces, the work DBE subcontractors perform, and the work DBE suppliers or manufacturers perform.

13. Joint Venture

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces.

14. Mentor Protégé

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will credit the portion of the work performed by the DBE protégé firm
- b. On every other project that the mentor protégé team identifies itself on.
- c. For no more than one half of the total contracted DBE goal on any WisDOT project.

15. DBE Replacement

In the event a Prime Contractor needs to replace a DBE firm originally listed on the approved DBE Commitment Form DT1506, the Prime Contractor must comply with the department's DBE Replacement Policy located on the DBE page on the following web site:

<http://www.dot.wisconsin.gov/business/engrserv/docs/policyreplacingdbe.pdf>

16. Changes to the approved DBE Commitment Form DT1506

If there are any changes to the approved Commitment to Subcontract to DBE Form DT1506, the prime contractor must submit a revised DBE Commitment Form DT1506 and relevant attachment A(s) to the DBE Programs Office within 5 business days.

17. Contract Modifications

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors, that were committed to equal work items, in the original contract.

18. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

APPENDIX A
Sample Contractor Solicitation Letter Page 1
This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

TO: DBE FIRMS
FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR
SUBJECT: REQUEST FOR DBE QUOTES
LET DATE & TIME
DATE: MONTH DAY YEAR
CC: DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month- date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternative's are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,
Phone: (000) 123-4567
Email: Joe@joetheplumber.com
Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

- ☐ Yes, we will be quoting on the projects and items listed below
- ☐ No, we are not interested in quoting on the letting or its items referenced below
- ☐ Please take our name off your monthly DBE contact list
- ☐ We have questions about quoting this letting. Please have some one contact me at this number

Prime Contractor's Contact Person

Phone: _____
Fax: _____
Email: _____

DBE Contractor Contact Person

Phone: _____
Fax: _____
Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

Clear and Grub	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternative's are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

APPENDIX B BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

This list is not a set of requirements; it is a list of potential strategies

Primes

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance
- Participate in speed networking and mosaic exercises as arranged by DBE office
- Host information sessions not directly associated with a bid letting;
- Participate in a formal mentor protégé or joint venture with a DBE firm
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings
- Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you
- Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

DBE

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs
- Participate on advisory and mega-project committees
- Sign up to receive the DBE Contracting Update
- Consider membership in relevant industry or contractor organizations
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities;
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal;
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

APPENDIX D
Good Faith Effort Evaluation Guidance
Excerpt from Appendix A of 49 CFR Part 26

APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- D.
 - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Appendix E

Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
 - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
 - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
 - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
 - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request
 - d. Add attachments to sub-quotes
3. View sub-quote requests & responses:
 - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
 - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing
4. View Record of Subcontractor Outreach Effort:
 - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a "Good Faith" effort in reaching out to the DBE community.
 - b. Easily locate pre-qualified and certified small and disadvantaged businesses
 - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively
 - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency)

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes
 - c. Add attachments to a sub-quote
3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on an per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder
 - c. Add attachments to a sub-quote
 - d. Add unsolicited work items to sub-quotes that you are responding to
5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses
6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.
 - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588